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 SPECIAL ORDINANCE NO. S- 107-81

AN ORDINANCE approving a contract for Street Improvement Resolution No. 5896-81 between the City of Fort Wayne, Indiana, and Rieth-Riley Construction Company, Inc. Contractor for street repairs.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated April 2, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and Rieth-Riley Construction Company, Inc., Contractor for:

curb and sidewalks where needed on both sides of Creighton Avenue east of Hanna Street to west of Gay Street,

under Board of Public Works Street Improvement Resolution No. 5896-81, at a total cost of \$45,767.75, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Janual | Jalanus | COUNCILMAN

APPROVED AS TO FORM AND LEGALITY APRIL 10, 1981.

JOHN E. HOFFMAN, CITY ATTORNEY

Read the first seconded by by title and referr Plan Commission for due legal notice, a Indiana, on DATE:	14-8/	the the distribution of th	atCHAPLES W. W. CITY CLERK	o'clock STERMAN	day of M. E.S.T.
passage. PASSED	(\$357) by	the follo	, and duly ad	opted, pla	ced on its
	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES					
BURNS					
EISBART	V	-			
GiaQUINTA			***************************************		
NUCKOLS					
SCHMIDT, D.					
SCHMIDT, V.				_A_	
SCHOMBURG					
STIER					
TALARICO					
DATE: 4 (2	8181 .	-	Charles W. W	W. Utesla ESTERMAN -	CITY CLERK
Passed and add	pted by the	Common C	Council of the	city of E	Fort Wayne,
Indiana, as (30NING	MAP) (GEN	ERAL) (ANNEXATION)	(SPECIAL)	- 0 /
(APPROPRIATION) ORDI				-101	7-81
on the 280	day of	- Up	rie	, 19 <i>81</i>	
Charles W. Lite	ATTES	T:	(SEAL)	n Such	Yols
CHARLES W. WESTERMAN			PRESIDENG OFF	ICER	
Presented by m	e to the Ma	yor of th	e City of For	t Wayne, I	Indiana, on
the 29th			e, 19	_, at the	hour of
	M.		Charles W. WE	W. Litesi	erman/ne
Approved and s	igned by me	this	ZOTA		day of april
19 8 , at the hour				E.S.T.	0
			, 5	1 1	2
			WINFIELD C. M	OSES, JR.	

A Comment 14/41

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING_____
RATIFICATION

CONTRACT

10-152-2

This Agreement, made and entered into this by and between _____ RIETH-RILEY CONSTRUCTION COMPANY, INC.hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-Improvement Resolution No. 5896-81 prove curb and sidewalks, where needed, on both sides of Creighton Avenue east of Hanna to west of Gay Street. upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improveattached hereto and by reference made a part hereof. ment Resolution No. 5896-81 At the following prices: Concrete Removal Two dollars and seventy cents per square yard 2.70 Curb Removal One dollar and twenty-five cents per lineal foot 1.25 Two dollars and no cents Wingwalks per square foot 2.00 Bank Run Gravel Two dollars and fifty cents 2,50 per ton 8" Alley Mouth Approach Twenty-five dollars and no cents per square yard 25.00 6" Private Driveway Twenty-five dollars and no Approach cents per square yard 25.00 4" Concrete Curbface One dollar and sixty-five cents Sidewalk per square foot 1.65 Removal & Replacement of Type I-C C.B. Eight hundred and fifty dollars Incl. Adjustment 850.00 and no cents per each

Tota1

Forty-five thousand, seven hundred and sixty-seven dollars and seventy-five cents

\$45,767.75

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Section 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

	REPORT OF THE COMMITTEE ON PUBLIC WORKS
WE, YOU	R COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANO	CE approving a contract for Street Improvement Resolution
	No. 5896-81 between the City of Fort Wayne, Indiana, and
	Rieth-Riely Construction Company, Inc. Contractor for
	street repairs
}	
	AND DECLEMENT OF THE CONSTRUCTION AND DECLEMENT OF DEPOND
	D SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT THE COMMON COUNCIL THAT SAID ORDINANCE PASS.
SAMUEI	J. TALARICO, CHAIRMAN Samuel & Julanie
PAUL M	4. BURNS, VICE CHAIRMAN () h
JAMES	S. STIER AJK
MARK E	3. GIAQUINTA Mak COM Sunt
DONALE	J. SCHMIDT
*	CONCURRED IN DATE CHARLES W. WEIGHT

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5895-81. the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewind or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

successors and assigns.	
IN WITNESS WHEREOF, we the foregoing	ng named parties hereunto set our hands this
day of April 1981	
ATTECT	RIETH-RILEY CONSTRUCTION CO., INC.
ATTEST:	BY: Ross J. Cole
Thomas of Shewood	ITS: area Lupt
Corporate Secretary	Contractor, Party of the First Part.
City of Fort Wayne, By and Through:	ATTEST:
1/201	
Bete P. Collens	Sandra E Kennedy
Robert Anderson Fales	Secretary and Clerk

Its Board of Public Works and Mayor.

ighand Dhamles
ASSOCIATE CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO: G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

 $\underline{15}$ -13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin. or handicap;
 - (5) the following practices are <u>not</u> included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits
- b. The term "handicap" means and includes:
 - any physical or mental impairment which substantially limits one or more of a person's major life activities; or
 - (2) a record of such an impairment, and includes,
 - a person who is regarded as having such an impairment; provided that,
 - (4) this term does not include drug or alcohol abuse or addiction.
- The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Atticle of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.
- 15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:
- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indian of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Hemproverment Elesolution

FOR CURB AND SIDEWALK

No. 5896 - 1981

			100				
RESOL	VED BY 1	HE BOARD	OF PUBLIC W	ORKS OF	THE CIT	Y OF FORT WAYNE	E, INDIANA
That it is d	eemed nece	ssary to impro	ve_curb and	sidewalks.	where	needed, on both si	des of
Creighton	Avenue ea	st of Hanna	to west of Ga	ay Street.			
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peglilar Ave- Revenue Shacing

DECISION NO. INSO-2019

POWER EQUIPMENT OPERATORS (CONT'D)

GROUNTV - Histor and Scapacity or Loss, Trouch Mobiler Cutting 24° and under; Farm Tractor with least than Half Ared Bucket and Other Attachments Except Hack Hose than the Carab Collet; Power Subgrader, Wull Float; Porn Grader; Finishing Machine; Pawnment Breaker; Rock Crushcrs; One Drum Machine; do Air Compressor; Concrete Pump; Gunite Machine; Air Lyager; Truck Crane Drivers; House Microtron when Used for Hoisting Material; Two to Pour Concrete Pump; Gunite Machine; Air Lyager; Truck Crane Drivers; House Microtron when Used for Hoisting Material; Two to Pour Concrete Drop; Whom Used Income Machine; Microtron Machine; Microtron Concrete Super Whom Used For Machine; Microtron Pour Mater Unique; Siphon and Pulaong/er; Distributor Operator on Trucks; Tampers; Dewer Broom; Doct/Hole Digger; Self-Propelled Concrete Sup Stiping Machine (Mystor Driven); Porm Tamper; Seaman Tiller; Bulk Comerch Piant; Concrete Mixer; One Twenty Concrete Mixer; One Concrete Mixer of Mixer of Mixer; One Concrete Mixer of Mixer of Mixer; One Concrete Mixer of Mixer; One Concrete Mixer of Mixer of Mixer of Mixer of Mixer; One Concrete Mixer of Mixer

Cranes with Booms from 140 ft. to 199 ft. Including Jib Receive Additional \$.75 Per Hour

Cranes with Boom over 199 ft. Including Jib Receive Additional \$1.25 Per Hour

Unlisted grassifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the Labor standards contract clauses [29 CFR, 5,5 (9)(T),[1]).

modefication mus, dated may 2, 1980 modefication mos a dated June 13,1980

SUPERSUBAS DECISION

STATE: Indiana COUNTIES: *See below DECISION NUMBUR: IN80-2015 DATE: Date of Publication Supersedes Decision No.: IN79-2060, dated June 22, 1979 in FR 36683

DESCRIPTION OF WORK: Heavy and Highway Construction Projects

*Statewide, except Lake, LaPorte, Porter and St.

	Basic	L	Fringe Bene	fits Paymen	ts.
	Hourly Rotes	наи	Pensions	Vacation	Education and or Appr. Tr.
ARPENTERS: Jasper, Newton and Starke Counties Elkhart County August 2 Bartholomew (Camp Atter- bury), Boone, Fountain, Hamilton, Hancock, Hend-	13.53 11.07	.75 -90	.82 -90-	·	.15
ricks, Johnson (except Bdinburg), Narion, Mon- tgomery, Norgan (except Washington), Parke (ex- cept portion lying west of a line south and north running through Jessup, Nomedale, Carbondale, and Poland), Putnam.		*		•	
Vermillion (north of the south city limits of Summit Grove) and Warren Counties	12.80	.75			.08
Remainder of State of' Indiana MENT MASONS:	11.93	.70	.70	•	.05
doms, Allen, DeKalb, Roble, Steuben and Whit- ley Counties Fown, Jackson, Jefferson	10.85	.75	.80		.02
Jennings, Lawrence, Orango Scott & Washington Cos. enton (Bastern 2/3),	11.00		7 .	.	
Carroll, Cass, Clinton, Pountain (Bastern %), Howard, Jasper (South- ern 2/3), Miami, Hont-	٠.				
gomery, Newton (South- eastern 2/3), Tippe- Cance, Warren (Cantern					
2/3), & White Cos.	10.75	.60	.75		
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	·	Fringe Benefits Payments					
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Jasper (Northeastern portion of Co. west to, but not including Wheat Field), Fullant (North-Ital), Fullant (North-Ital), Fullant (Sy) Counties Blackford, Pollaware, Jay, Randolph, Nabash, & Wells Counties Clark, Floyd, & Harrison Counties Blackford, Sacrisko & Field (Sy) Counties Clark, Floyd, & Harrison Counties Boone, Jamilton (Southeastern) Counties Boone, Jamilton (Southeastern) Counties Horizone Counties Boone, Jamilton (Southeastern) Counties Boone, Jamilton (Southeastern) of Co., North to the new Rec, Indiana May 132 Incl. Nobles	12.75 11.23 10.75 9.88 12.28	1.00 .85 .60	1.00 .80 .80	Vecsion			
to but not incl. Wilkin- son & east to, but not incl. Fortville), Hend- ricks, Johnson, Marion & Morgan (Northern & of Co.) Counties	11.16	.75	.75		.04		
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Co.), Hancock (Eastern) of Co.), Henry, Madison & Tipton Cos, Newton (Northern 1/3) Co. Lecatur, Payette, Frenklin, Kush, Union & Wayne Cor.	11.66 11.42 10.35	.65	.50 .60		.08		
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	Boste	Fringe Benefits Payments				
-8-0	Hourly Rotes	H&W	Pensions	Yecution	Education and/or Appr. Tr.	
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tington, Jay, Kosciusk portion incl. Warsaw)						
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nchester), Steuben, pash, Wells & Whitley unties	12.35	1.00	1.70		.02.	
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inties per (Northern & of	11.95	1.00	1.98		.03	
, & Newton Counties ck, Crawford, Floyd;	13.62	.90	1.66		.09	
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dricks, Henry, Howard,	1			1	
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Co.), Johnson, Lawrence (Northeastern 1/6 of Co.)	1	İ	1	1	
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castle), Rush, Shelby,	1	١.		1	
& Tipton Counties	12.25	1.00	1.95	1	.05
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Randolph (Rem. of Co.), Union (N 2/3 of Co.),					
& Wayne Counties	12.36	1.00	1.45		
Clay, Daviess, Greene,	12.30	1.00	2.45		.06
Knox, Lawrence (North-		1	Į.		
western 1/6 of Co.1.		l		1	
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million, & Vigo Counties	11.85			1	
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Spray	Decer	9.00			:30	

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	Hourly Rates	HAW	Pensions	Vocation	Education and/ar Appr. Tr.		
Carroll, Jasper, Newton, & White Counties: Brush Sandblasting; Sign & Spray Clark, Crawford, Floyd,	12.65 13.40	.79	.60		.05		
Harrison, Jefferson, Scott, & Washington Counties: Brush Spray Hay & Putnam (City of Greencastle) Cos.:	9.83 10.28	.35 .35	.20 .20		.03 .03		
Brush; Drywall; Paperhang- er; Pointing & Taping Brush-Steel; Roller Brush-Swing Stage Spray Spray-Steel Sandblasting; Spray-Swing	9.00 9.50 10.05 10.25 10.50	0					
Stage aviess, Gibson & Knox Cos.	10.75						
Brush up to 30' Brush over 30' Spray up to 30' Spray over 30' earborn, Ohio, Ripley 1	10.55 11.35 11.55 12.35	.55 .55 .55		·	•		
Switzerland Counties: Brush; Roller; Wallwashing: Drywall Taping & Finish; Paperhanging & Vinyl;			-		*		
Scamless Floors & Finish- ing Floors; Sanding Sandblasting & Steam Clean Spray; Epoxy Tanks, Elevators, Bridges,	11.50 11.50 12.00						
Steeples over 40 ft.	12.60						
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and the second	Boste	este . Fringe Benefits Payments					
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Dubois, Perry, Pike, Posey, Spencer, Vanderburgh & Warrick Counties: Brush Spray Elkhart, Kosciusko, Mar- shall, Pulaski & Starke Counties:	13.05	.80	.40 .40				
Brush Drywall Taping & Pinish; Paperhangers;	10.44		.40		15.00p/y		
Spray & Vinyl Fayette, Franklin, Henry, Randolph, Rush, Union	10.34		.40		15.00p/y		
& Wayne Counties: Brush Sandblasting: Spray	9.35						
Structural Steel; Scaffold over 30 .ft. Sawrence, Martin & Orange	9.60						
Counties: Brush; & Structural Steel	9.00		·				
Brush Spray Teene, Sullivan & Vigo Counties:	10.65			.50 .50	-		
Brush Spray Structural Steel up to	11.25 12.25		·				
Structural Steel 30' to	11.50	1		ς	Ş		
Structural Steel over	12.25	. (
	13.25						
					, ·		
	-						

LABORERS: CONSTRUCT	ī	HIGHWAY.

GROUP	3	
ROUP	Ž.	
ROUP	3	
ROUP	ă.	
ROUP	Ś	
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	Basic	Fringe Benelits Payments				
	Hously Rates	нан	Pensions	Vocation	Education and/ar Appr. Tr.	
	9.00 9.15 9.20 9.30 9.85	.85 .85 .85	.75 .75 .75 .75	-	.09 .09 .09 .09	

GROUP 1 - Carpenter Tender: Chainman: Construction Laborers: Continuous Steel Rod or Mat Installer; Fence Erector; Grade Checker: Guard Rail Erector: Joint Man (Mortar, Mastic & all other Types); Lighting Installer; Lineman for Automatic Grade Maker or Paving Machine; Mortar Man; Multi-plate Erector; Rip-Rap Installer; Road Marking & Delingation Laborer: Rodman: Setting & Placing of All Precast Concrete Products: Spraying of Epoxy, Curing compound or Like Material; Survey Crow Man; Wire Mesh Layer; Sign Installation, Including Supporting

GROUP 2 - Air Tool, Power Tool, & Power Equipment Operator; Asphalt Lute Man; Asphalt Raker Man; Batch Truck Dumper; Cement Handler (Bulk or Bag Cement); Chain Saw Man; Concrete Conveyor Assembly Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator; Core Drill Operator; Hand Blade Operator; Hydro Seeder Man; Motor Driven Georgia Buggy Operator: Power Driven Compactor or Tamper Operator: Eve Level: Power Saw Operator: Pumporete Assembly Man; Scaler Applicator for Asphalt, Toxic; Side Rail Setter - For Sidewalks, Side Ditches, Radli & Pavements; Spreader Box Tender; Straw Blower Man; Subsurface Drain & Culvert Pipe Layer: Transverse & Longitudinal Hand Bull Ploat Nan; Bridge Hand Rail Erector; Laborers Instrument Man; Screed Man or Screw Man on Asphalt Paver; Robar Installer; Sandblaster Man; Setting & Placing Prestressed or Precast Concrete Structural Members GROUP 3 - Horizontal Boring & Jacking Man; Jackman & Sheetman; Pipe Grade Wan; Winch & Windlass Operator

GROUP 4 - Conduit Installer; Cutting Torch Burner; Laser Beam · Aligner; Welders (Electric or Oxy-Acetylene); Sewer Pipe Layer; Water Line Installer; Nanhole Erector GROUP 5 - Air Track & Wagon Drillman; Concrete Pinisher; Dynamite & Pouder Man

ARODERS SEWER, TUNNEL, A WATER CONSTRUCTION

CROUD GROUP 2 GROUP 3 GROUP 4 CROUP 5 GROUP 6:

ZONS 7	ZUNIF. ZA	ZONE 1	ZUNE 4	ZCHE 5
Bosle	Basic	Bosle	Bazie	Bosle
Hourly	Haurly	Hourly	Haurly	Hourly
Roles	Roles	Roles	Rotes	Rotes
9.20	9.00	9.00°	9.20	9.40
.9.35	9.15	9.15	9.35	9.55
.9.40	9.20	9.20	9.40	9.60
.9.50	9.30	9.30	9.50	9.70
10.05	9.85	9.85	10.05	10.25
9.40	9.20	9.20	9.40	9.60
'9.55	9.35	9.35	9.85	9.75
'10.00	9.80	9.80	10.00	10.20
9.50	9.30	9.30	9.50	9.70
	Fringe Bene	lits Payment	•	1
WAH	Pensions	Vecation	Education and/or Appr. Tr.	

HAW	Pensions	Vecation	Education and/or Appr. Tr.
.85	/.75		. 09

- ZONE 1: Jasper, Lake, LaPorte, Newton, Porter, & Starke Counties (Excluded from this/schedule)
- ZONE 2: Elkhart & St. Joseph Counties

Warrick, & Washington Counties

- 20HE 2h: Rosciusko, LaGrange; & Marshall Counties 20HE 3: Benton, Blackford, Boone, Carroll, Cass, Clinton, Delaware, Flyctte, Fulton, Grant, Hamilton, Mancock, Henry, Howard, Jay, Madison, Miami, Montgomery, Pulaski, Randolph, Rush,
- Tippecange, Tipton, Union, Wayne, & Khite Counties ZONE 4: Marion & Shelby Counties ZONE S: Bartholomow, Brown, Clark, Clay, Crawford, Daviess, Dearborn, Decapur, DuBois, Floyd, Fountain, Franklin, Gibson, Greene, Hageison, Hendricks, Jackson, Jefferson, Vennings, Johnson, Knox, Lawrence, Martin, Monroe, Morgan, Olivo, Orange, Owen, Parke, Perry, Pike, Poscy, Putnam, Ripley, Scott, Spencer, Sullivan, Switzerland, Vanderburgh, Vermillian, Vigo, Warren,

(SEWER, TUNNEL, & WATER CONSTRUCTION)

GROUP 1 - Carpenter Tender: Chainman; Construction Laborers; Continuous Steel Rod or Mat Installer: Fence Erector: Grade Checker; Guard Rail Erector; Joint Man (Mortar, Mastic & all other Types): Lighting Installer: Lineman for Automatic Grade Maker or Paving Machine: Mortar Man: Multi-plate Erector: Rip-Rap Installer; Road Marking & Delineation Laborer; Rodman; Setting & Placing of All Precast Concrete Products; Spraying of Epoxy, Curing compound or Like Material: Survey Crew Man; Wire Mesh Layer; Sign Installation, Including Supporting Structures

GROUP 2 - Air Tool, Power Tool, & Power Equipment Operator; Asphalt Lute Man; Asphalt Raker Man; Batch Truck Dumper; Cement Handler (Bulk or Bag Cement); Chain Saw Man; Concrete Conveyor Assembly Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator; Core Drill Operator; Hand Blade Operator; Hydro Seeder Man; Motor Driven Georgia Buggy Operator; Power Driven Compactor or Tamper Operator; Eye Level; Power Saw Operator; Pumperete. Assembly Man; Sealer Applicator for Asphalt, Toxic; Side Rail Setter - For Sidewalks, Side Ditches, Radii & Pavements; Spreader Box Tender: Straw Blower Man: Subsurface Drain & Culvert Pipe Layer: Transverse & Longitudinal Hand Bull Ploat Man; Bridge 'Hand Rail Erector: Laborers Instrument Man: Screed Man or Screw 'Man on Asphalt Paver; Rebar Installer; Sandblaster Man; Setting & Placing Prestressed or Precast Concrete Structural Members GROUP 3 - Horizontal Boring & Jacking Man; Jackman & Sheetman; Pipe Grade Man: Winch & Windlass Operator

GROUP 4 - Conduit Installer: Cutting Torch Burner: Laser Beam Aligner; Welders (Electric or Oxy-Acetylene); Sewer Pipe Layer: Water Line Installer: Manhole Erector GROUP 5 - Air Track & Wagon Drillman; Concrete Finisher;

Dynamite & Powder Man

GROUP 6 - A. Bottom Man; Concrete Man

B. Concrete Headman C. Miner or Header Man

D. Mucker & Tunnel Labores

The second second	Basic Hourly Rotes	Fringe Benefits Payments			ts
		нач	Pensions	Yacation	Education and/or Appr. Tr.
lams, Allen, DeKalb, untington, Noble, Steuben, Noble, Steuben, Noble, Steuben, Nobele, Steuben, Nobele, Steuben, Nobele, Steuben, Nobele, Nob	9.00 9.20 9.30 9.85 9.80 9.25 9.30	.85 .85 .85	.75 .75 .75 .75		.09

Education

Frince Benefits Payments

MCISION NO. 1880-2015 POWER COULDMENT OFFICATORS (Heavy & Highway Construction)

dans, Allen, Benton, Blackford, arroll, Coss, Clinton, Dekalb, xclawaro, Favette, Grant Hamilton lancack, Heary, Howard, Huntingon, Jay, Johnson, Madison, Inrion, Miami, Randolph. Rush. helby, Steuben, Tippecanoo, Tipon, Union, Wabash, Nayne, Wells, thite, & Whitley Counties: GROUP I GROUP II GROUP III GROUP IV Whart, Pulton, Jasper, Kosciuko. LaGrange, Harshall, Newton, ichle, Pulaski, & Starke, Cos.; CROUP 1 GROUP II GROUP TII

GEDUP IV Bartholomow, Brown, Clark, Crawford, Dearborn, Decatur. . Dubois, Floyd, Franklin, Gibson, Jarrison, Jackson, Jefferson, Jonnings, Lawrence, Martin, Ohio, Drango, Perry, Pike, Poney, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, &

Washington Counties: - Ju most 2 GEOUP T GROUP II GROUP III GROUP IV

Hoone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroo. Montropery, Borgan, Och, Parko, Potnes, Sullivan, Vensillion, Vigo, & Warren Countien:

GROUP T trickii: 11 CHOOP 111 CHORP 1V

Rotes	H&W	Pensions	Vacation	ond/or Appr. Tr.
\$12,44 11.13 10.46 9.29	.75 .75 .75 .75	.65 .65 .65		.10 .10 .10 .10
11.26 9.95 9.28 8.11	1.25 1.25 1.25 1.25 1.25	1.35 1.35 1.35 1.35		.08 .08 .08
11.25 10.58 9.41	.50 .50 .50	.80 .80 .80		.08 .08 .08
12.36 11.05 10.38 9.21	.75 .75 .75 .75	.75 .75 .75 .75	•	.08 .00 .013

i's Air Compressors in Hamifold with throttle valvet Asphalt Plant Engineer: Auto Grade or similar type machine: Auto Patrol; Buckhoe on Parm type Tractor, 45 H.P. and over; Bailast Regulator (R. R.); Bituminous Mixer: Bituminous Paver; Bituminous Plant Engineer; Bull Dozer; Caisson Drilling Nachine; Cherry Picker - 15 ton or over: Chip Spreader: Concrete Mixer 21 cu. ft. or over: Core Drilling Machine; Crone or Derrick with any attachment including clamshell, dragline, shovel, backhoe, etc.; Bredge Engineer: Dredge Operator; Drilling Machine on which the drill is an integral part: Earth Nover - rubber tired (paddle wheel, 619, 631, . TS-24 or similar type): Earth Hover, rubber tired + tandem (50 cents per hour additional for each bowl); Elevating Grader; Fork Lift (10 ton or over); P.C.C. Formless Payer; Gradall; Gravel Processing Plant (Portable); Operator of Guard Rail Post Driver: Nichlift Shovel - 1-1/2 cu, vd. or over; Hoist (2 drums and over); Helicopter - Crew; Hydraulic Boom Truck; Keystone (Skimmer Scoop): Loader - self-propelled (Belt-chain Wheel): Locomotive Operator: Mucking Hachine; Panel Board Concrete Plant (Central Hix type); Paver-Hetherington; Pile Driver - Skid or Crawier; Road Paving Mixer; Bock Breaking Plant; Rock Crushing Plant (portable); Roller -Asphalt, Waterbound Macadam; Bituminous Macadam, Brick Surface; Reller with Boyer Blade: Boot Bake, Tractor Mounted: Self-propelled Widener: Stump Remover, Tractor Mounted: Surface Heater and Planer: Tandem Push Tractor 750 cents per hour additional): Tractor - Boom. Winth or Nec Head: Tractor -Push: Tractor Mounted Spreader: Tree Nover: Trench Machine (over 24"); Tue Boat Operator: Well Drilling Machine: Winch Truck with A-Frame; Tractor Wilh scoop

NAMES TOUTPHENT OPERATORS

Group 2: Air Compressor with throttle valve or Clever Brooks type combination; Backfiller; Back Hoe on Farm type Tractor, under 45 H.P.; Bull Float: Cherry Picker under 15 ton; Chip Spreader (self-pronclied): Conereto Pump: Concrete Nesh Depressor - Independently operated; Concrete Spreader - nover driven: End Loader under 1-1/2 cu. vd.: Excavating Loader - portable: Finishing Nachine and Bull Float: Gunite Machine: Head Greasert Mechanic: Mesh or Steel Placer: Multiple Temping Machine (R.R.); P.C.C. Concrete Belt Placer; Pull Grader - power control: Refrigeration Machine - freezing operation; Ross Carrier; Sheepfoot Roller (self-propelled): Tammer - Multiple Vibrating - Asphalt, Waterbound Hacadam, Bituminous Macadam, Brick Surface: Trench Machine 24" and under: Tube Float: Volder

deral Register

Friday, April 11, 1980

POWER EQUIPMENT OPERATORS (Cont'd)

1 . . . 1

Group 3. Assistant Planck Engineer; Base Paver (Jorsey or similar type membrine) (concrete Minishing) Koncites (Interface Niewer less then 21 eu. ft.; Curb Nachine; Parm Tractor - Including fame tractor with all astachments except backhoe and including high lift end loaders of 1 eu. yd. capacity or less; Fireman (on boiler); Hoist (one drum); Operator, 5 pieces of minor equipment; Paving Breacher; Paver Broom, self-propelled, Poller (Earth and Sub-hase material); Slurry Sent Hucking Spike Nachhine (R.M.); Tamper, Phillips (Wireting Parth and Sab-hase material); Threatte Subject Tractor, with Prill; Tractor - 30 M.P. or over; Well "Polit Systems (Modern Carpet Schull)

Group 4: Air Compressor; Assistant to Engineer - Oiler; Automatic Dry Batch Plant; Bituminous Distributor; Bituminous Patching Tamper; Belt Spreader; Broon and Belt Machine; Chair Cart Setferpoptice); Coleman Type Serece; Conveyor (portable); Beck Mand; Dipar Fost Moil (power driven); Fost Lift - under 10 ton; Form Grader; Form Tamper (matter driven); General org Serece; Conveyor (portable); Deck Mand; Dipar Fost Moil (power of other property); Conversion; Greater and Cart Deck Moil (power of other of other of other of other other of other other other of other oth

of 300 awas or ever

FEISTON NO. INSO-2015

	Protection in the second secon							
ı		Bosic		Fringe Benefits Payments				
	POWER EQUIPMENT OPERATORS (Tunnel & Sewer Construction)	Hourly Rates	H&W	Pensions	Yacotion	Education and/or Appr. Tr.		
1	(Tunnet & Sever Construction)							
	Adams, Allen, Blackford, DeKalb, Huntington, Jay, Steuben, Wells,			•				
	& Whitley Counties: GROUP I	\$12.44	.75	.65		.10		
	GROUP III	11.13 10.46 9.29	.75 .75	.65 .65		.10		
	Benton, Carroll, Cass, Clinton, Delaware, Payette, Fulton,	, .	•//-					
	Grant, Hamilton, Hancock, Henry, Howard, Johnson, Madison, Marion		•					
	Hiami, Randolph, Rush, Shelby, Tippecanoe, Tipton, Union,							
	Wabash, Mayne & White Counties:	12,50	55	65		.10		
	GROUP III Ju mid 2	9,60	155	-65		.10		
	GROUP III Jumed 2 GROUP IVI Ju	8-50	.55	.65		-10-		

CLASSIFICATIONS

Group 1: Alt Compressor (pressurising Shafts, Tunnels and Divers) Alt Tunger, huto hatcol place Hiller Backhoe; boom Cat; borning Luchine; Bull Dower; Calsoon rilling Muchine; boom Cat; borning Luchine; Bull Dower; Calsoon rilling Muchine; Cherry Ficker; Compactor (uith dower blade); Concrete Hinds; Concrete Dank; Concrete Dank; Concrete Plank; Machine (18° and over); Bucdyp; Hievitors (when holising material or tools; Tork Litt; Poraless Plancy; Concretor (Founders for Molders or Compressors); Gradult; Machine (18° and over); Machine (18° and over); Machine (18° and Danks; Machine and Concrete Plank; Miller (18) Litter; Pront Tank London; Plank; Machine; Plank; Machine; Machine; Plank; Machine;

Group 3: Air Compressor (210 cu. ft. and over); Bituminous Distributor; Chair Cart: Concrete Curing Machine: Concrete Sav: Done Pol., power agitated: Flox Plane: Form Grader: Hydrohammer: Jacks - Hydraulic, power driven: Minor Equipment Operator 2, 3, 4 or 5; Paving Joint Hachine; Post Hole Digger; Roller, earth; Throttle Valve; Track Jack, power driven; Tractor, farm type: Truck Crane Driver

Group 4: Air Compressor (less than 210 cu. ft,); Concrete Mixer (under 21 cu. it.); Conveyor; Generator; Mechanical Heater; Oller; Power Broom; Pump Welding Machine: Tenders

POWER EQUIPMENT OPERATORS (Sever, Tunuel, & Water Construction)

Group Croup 2 Group 3

Winch Truck

Bartholonew, Brown, Clark, Grawford, Bearborn, Becatur, Bubois, Floyd, Franklin, Sibson, Marrison, Jackson, Jofferson, Jennings, Lawrence, Martin, Ohio, Orango, Perry, Pike, Poccy, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, t Vachington Counties

Bosle	Fringe Benefits Payments				
Itdurly Roles	HVA	Pensions	Vaculion	Education and/or Appr. Tr.	
\$10.25 9.15 7.91	.40 .40 .40	45 .45 .45		.00 .00	

Group 1: A-Frame Winch Truck: Air Compressor, 900 cu. ft. and over: hir Tugger; Auto-grade (CHI); Auto Patrol; Backhoe; Bullast Regulator (RR); Ratcher Plant (electric control concrete): Bending Machine (Pipe): Bituminous Plant: Dituminous Mixer Travel Plant: Dituminous Paver: Roller: Bulldozer: Cable Way: Chicago Boom: Clamshell: Concrete Hixer (21 cu. ft. or over); Concrete Paver; Concrete Pump (Crete); Crane; Craneman; Crusher Plant; Derrick; Derrick Boat; Dinkey; Dope Pots (Pipeline); Dragline; Dredge Operator; Dredge Engineer; Drill Operator; Elevating Grader; Elevator: Ford Noe (or similar type equipment): Forklift: Formless Paver: Gantry Crane: Gradeall: Grademan: Grout Pump: Helicopter Crew: Hetherington Paver: Highlift: Noist: Nopto: Nough Loader (or similar type); Nydro Crane; Hydro Hammer: Locomotive Crane: Locomotive: Nechanic: Hobile Hixer: Mator Crone: Nucking Machine: Multiple Tamping Machine (NR): Overhead Crane: Pile Driver; Pulls; Push Dozer; Push Boats; Roller (Sheepfoot); Poss Carrier; Scoop; Shovel; Side Boom; Swing Crane; Tail Boom; Tar Hachine (Pipeline); Throttle Valve: Tower Crane: Trench Fachine: Welder, heavy duty: Truck Nounted Concrete Pump and Drill: Well Point: Whirleys

Group 2: Air Compressor (up to 900 cu. ft.): Brakeman: Bull Float: Concreto Mixer (over 105 and under 215); Concrete Spreader or Puddler; Deck Engine: Electric Vibrator Compactor (earth or rock); Finishing Machine; Pireman: Greaser (on grease facilities servicing heavy equipment): Esterial Pump: Motor Boats: Portable Loader: Post Hole Dinger: Power Broom: Nock Roller; Roller-wobble wheel (earth and rock); Spike Hachine (RR); Seaman Tiller; Spreader Rock; Sub-grader; Tamping Machine; Walding Machine; Widener (Appeco or similar type)

Group 3: Bituminous Distillutor: Couent Gun: Concrete Sav: Conveyor: Deck Hand Ciler; Drill Tender; Earth Roller; Form Grader; Generator; Guard Rail Driver: Heater: Oiler: Paving Joint Machine: Steam Jenny: Truck Crane Oiler: Vibrator: Water Pump

DECISION NO. THEO-2015 PORISI EQUIPMENT OPERATORS

POWER EQUIPMENT OPERATORS (Tunnel & Sewer Construction) Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery,

Morgan, Owen, Parke, Putnam, Sullivan, Vermillion. Vigo, & Warren Countles: GROUP I GROUP II GROUP III GROUP IV

Wluck or Hydraulic Book Truck '

	Felano Benelita Paymenta					
Bosle Hourly Rotes	HAW	Pensions	Vacation	Education and/or Appr. Tr.		
		-				
13.15 13.05 12.85 8.00	:55 :55 :55	-75 -75 -75 -75		-00 -00 -00		

GROUP I Haster Mechanics

GROUP II Utility Operator

GROUP JII Power Cranes; Draglines; Derricks; Electric Overhead Cranes; Shovels: Gradall: Mechanics; Repair and Haintenance of all Equipment; Tractor Highlift: Fork lifts; Tournadozer; Mixer over 145 Capacity; Tournamixer; Two Drum Hachine or Two Cage Hoists; Cableways; Tower Machines; Notor Patrol; Boom Tractor; Boom or Winch Truck; Truck Crane; "Tournapull, Tractor operating Scoops; Bulldozer; Push Tractor; Finishing Machine on Asphalt: Large Rollers & Rollers on Asphalt: Gravel: Macadam and Brick Surface; Ross Carrier or similar Machine: Gravel Processing Machine: Asphalt Plant Engineer or Pug Hill; Two Air Compressors; Hetherington Paver Operator; Farm Tractor with half Yard bucket and/or Back Hoc Attachment; Trench Machines cutting over 24"! Dredeing Equipment! Central Mix Plant Engineer; CMI or similar type Nachine; Concrete Spreader; Cherry Picker; Standard or Dinkey Locomotives; Scoopmobiles; Euclid Loader; Soil Coment Machines; Eack Filler; Elevating Machine; Power Blade; Asphalt Plant Engineer: Well Drilling Machines: Paint Machine: Pine Cleaning Machines: Pipe Brapping Bachine; Pipe Bending Machine: Apsec Payer: Boring Machine; Tractor Without Winch: Head Equipment Grease's: Barber Green Loaders! Tornless Paver; Hell Point System Hydra Ax; Reaco Cuncrete Saw; Harine Scoops; Brush Mulcher; Brush Burner; Hesh Placer; Tree Hover; Helicopter Crew (3); Pile Driver Skid or Grawler; Stump Remover; Root Bake; Tue Boat Operator; Refrigerating Machine Freezing Operator; Chair Care - Self Propelled; Hydra Seeder; Straw Blower; Concrete Hixers with Skip; all one Drum Hoists with Tower or Boom! Deedga Engineer: Bredge Operator; Rock Spreader; Track or Skid Hounted Tower Crane; Engine or Rock Crusher Plant: Builer Operator; Concrete Plant Engineer; Londers; Hydra Crana Calacons; Shaft or .any afullar type brilling Machine; Concrete Carb Machine - Self Propolled;

GROUP IV Hixers 145 capacity or loss: Trench Machine cutting 24" and under: Yarm Tractor with less than half yard bucket and other Attachments excent Back Noc! Truck Crane Otlar; Power Subgrader; Bull Float; Yorm Crader! Finlishing Machine; Pavement Breaker; Rock Crushers; One Drum Machine; One Air Compressor; Concrete Pump; Gunite Hachine; Air Tongers; Truck Crane Drivers: House Elevators when used for hoisting Haterial: Two to Four Cenerators or Melding Hachine; Nechanized Heaters irrespective of Motor Power when used for temporary heat; Small Rollers on Earth; Engine Tenders; Firemen; Wagon Drill; Flexplane; Conveyor; Two to Four Water Pumps; Siphon and Pulsometer; Switchman on Paint Pots; Fireman on Asphalt Plants; Distributor Operator on Trucks: Tanpers: Power Broom; Post Hole Digger; Self-propelled Concrete Sau! Striping Machine (Motor Driven); Form Tamper; Seamon Tiller; Bulk Cement Plant Equipment Greaser; Track Jack; Hud Jack; Concrete Buggies motor driven; Oilers; Barrel; Type Mixer; One Welding Machine or One Water Pump; Air Valves or Steam Valves from Plant; Concrete Mixers without Skip; Curing Machine; Concrete & Blacktop Curb Machine: Deck Hands

Cranes with booms from 149 ft. to 199 ft. including 11b, receive additional \$.25 per hour Cranes with boom over 199 ft. including job receive additional \$1.25 per hour-

DECTS 102 NO. 1880-2015

Group 1 Group 2

Group 4

POWER EQUIPMENT	OPERATORS	
(Tunnel & Seve	r Construct	lon)
Jasper, Newton,	Pulaski, 6	Starke
Counties	٠.	

	Desic	Friage Renelits Payments					
rke'	Houly Roles	HAW	Pensions	Yestien	Education and/or Appr. Tr.		
			1.	1			
	\$13.20	\$1.10	\$1.10	-	.05		
	12.70	1.10	1,10	ì	.05		
	11.15	1,10	1.10	1 3	.05		
	10.15	1.10	1.10		.05		

CLASSIFICATION

Group 11 Mechanicy Amphalt Planty Butograde; Batch Planty Benois (requires two engineers) Boiler and Throttle Valve, Boring Nuchmo (Uniting Mechan); Calsson Bigs; Central Redismir Plant; Combination Backboor, Front End Loader with Betches Durch; own 1/2 our, 9/1, Combination Durger is loist and Air Compressor; Complexes and Throttis; Conscied Breaker (truth counted) Concrete or construction of the Compressor; Complexes and Throttis; Conscied Breaker (truth counted) Concrete value of the Complexes of the Complex

Group 2: Asphalt Spreader; Boller; Bulldorer; Ombination Backhoe, Frontend Lander uth Backhoe Ducker, 1/2 cu, vd. and under; Grader, Ellevating Grencer Ungineer; Grouting Hickines: Highilft Shorels or Front Endicader; Bolt; autherstic, Gowbny felling Heakher; Bolist; all elevators; Holste, Tugger, single drum; Yout Hole Digner; Bollers, all; Scoops - tractor drawn; Stone Cruckers; Townspull; Minch Trucks

Group 3: Operesk filter [2 hap and over]; Conveyor - portable; Stean muse (10 to Treators, Gran and sellat type; Aff Conveyor - mail, 19 Stean muse (10 to Treators, Gran - 10 to Treat

Group 4: Heators, Mechanical (L to 5): Ollers & Switchman

DECISION NO. IN 80-2015

GROUP A GROUP B GROUP C

CROUP D

GROUP F GROUP G GROUP H GROUP I GROUP K

-	Desic	Fringe Benelits Payments					
	Raics	HAW	Pensions	Yecotion	Education and/or Appr. Tr.		
•	\$ 9.805 9.755 9.705 9.655 9.605 9.555	31.00a 31.00a 31.00a 31.00a 31.00a 31.00a	37.00a 37.00a 37.00a 37.00a 37.00a	<u></u>			
	9.505 9.455 9.405 9.355 9.365 9.205	31.00a 31.00a 31.00a 31.00a 31.00a 31.00a	37.00a 37.00a 37.00a 37.00a 37.00a 37.00a				

CLASSIFICATIONS

GROUP A - Acey Wagons over 3 Buckets
GROUP B - Acey Wagons to and including 3 Buckets

GROUP C - Tandes-tanden Seni-Trucks; Truck Hechanics and Welders; Heavy Equipment Type Water Wagen over 5,000 Gallons; Tri-fxle Trucks pulling Tilt-Top Trillers; Low Boya, Tanden-tanden Axle

B - Tri-Axlo Trucks; Tandem Axle Trucks; Equiyeent not self looked or pusher loaded such as Koehring or similar Dumpster, Track Truck, Equit Bottom Dump and Nug Bottom Dump, Tournatrailers, Tournarockore, Athey Magons, or similar equipenent over 12 cut, yd.; Tanddem Axle Trucks pulling Tilt-Top Trailers; LowBoys; Tandem Axle Tri-Axle Barch.

GROUP E - Tanden "Dog-Legs" Trucks; Semi-Water Trucks; Sprinkler Trucks;
Brayy Equipment Type Water Wagons 5,000 Gallons 6 Under

- Truck Hounted Pavesons Breskers; Tandes Trucks over 15 Ton Psylnad; Single Axle Sond-Trucks; Para Tractors having material; Yaquisens not self loaded of Pusher loaded such as Bechring or sinilar Dungator, Track Truck, Euclis Botton Dunga and Eug Esten Dung. Townster, Track Truck, Euclis Botton Dunga and Eug Esten Dung. Townster, Tracker, Trucmarcekers, Askey Sajans or sinilar coupsent 12 cable Tile-Top Trackers; Sinilar Axle Trucks parking.

GROUP G - Tandem Axle Fuel Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)

ROUP H - Single Axle Usg-Legs; Tandem Trucks or Dog Legs; Winch Trucks of A Frames used for Transportation; Ratch Trucks Met or Dry over 1 (34E) Batches-Greace and Huintenance Truck Servicing Tandem Axle Trucks

CROUP 1 - Single Axia Tuel Trucks; Single Axie Mater Trucks; Ditudinous Diatributers, (two man) CROUP 1 - Single Axie Straight Trucks; Methor Dry 3- (342) Batches or less;

ROUP J - Single Axle Straight Trucks; Met.or Dry 3- (34E) Batches or less Grease & Baintenamen Trucks servicing Single Axle Trucks

GROUP R - Tendern; Greaters; Tire men; Batch board Yenders GROUP L - Pick-the trucks

DOTHOTE: 4-PER DECE TER PHILOYEE

LINE CONSTRUCTION

Statewide, except Clark, Clinton Fringe Benefits Payments (Frankfort), Crawford, Dearborn, Bosle DuBois, Floyd, Fountain, Gibson, Hourly Education Harrison, Jackson, Jefferson, Rotes Pensions Vacation and/or Appr. Tr. Miami (Peru & Bunker Hill Air Base), Newton, Perry, Pike, Posey, Scott, Spencer, Switzerland, Vanderburgh, Vermillion, Warren, Warrick and Washington, Counties: Linement - Technicians 12.27 .45 .51 Equipment Operators 9.58 .45 31 .51 Powder & Equipment Mechanic 9.37 . 45 31 .51 Groundman Truck Driver w/w 8.00 .45 31 .51 Groundman 7.68 . 45 31 .51 Clark, Floyd, Harrison, Jackson, Jefferson, Scott, & Washington, Counties Linemen; Line Truck Driver: Mechanized Equipment Operators 15.20 -45 32 .51 Groundman 9.42 .45 31 .5% Crawford, DuBois, Gibson, Perry, Pike, Posev. Spencer, Vanderburgh, & Warrick Counties: Linemen; Line Truck Operators; Hole Digger; Cable Splicer 13.90 .45 31 .5% Truck Driver ... 12.85 .45 31 .51 Groundman 12,54 . 45 31 .5% Newton County: Linemen 14.98 .51 Fountain, Vermillion, & Warren Counties: Linemen; Groundman Equipment Operator 13.67 .45 31 .58 Groundman Truck Driver with Winch 11.22 .45 .5% Groundman Truck Driver without Winch 10.53 3% .52 Groundman 10.00 Clinton (Frankfort Only) & Miam (Peru & Punker Hill Air Base Only) Counties: Linemen; Heavy Equipment Overators "A" 12.38 . 45 11 .50 Cable Splicers 13.45 -45 31 .st Heavy Pynipment Operators "B" 9.98 .45 31 .5t Powderman; Mystpment Mechanic 9.75 45 Groundstan . Truck Driver with Winch 8.17 . 45 31 .5% Groundman 7.79 .45 33 . 5% Groundman - Truck Driver without Winch

				ŧ	
LINE CONSTRUCTION	Boule		Fringe Bene	fits Paymer	ıts
LINE CONSTRUCTION	Hourly Rotes	H&W	Pensions	. Yacation	Education and/as Appr. Tr.
Dearborn & Switzerland Counties					
Up to & including 18 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio Linemen; Operator all Mech- anized equipment operators	13.90	.70	31+.60		.51
Groundmen	10.41	- •70	31+.50	1	.51
Over 18 up to & including 21 mi radius of Hamilton Co., Court House, Cincinnati, Ohio Linemen; Operators all Mech- anized equipment operators	14.20	.70	31+.60		.51
Groundmen	10.65	•70	33+.60		-51
Over 21 up to 4 including 25 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio Linemen, Operators all Hech-					
anized aquipment operators Groundmen	14.30	.70 .78	31+.60		-51
Over 25 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio Linemen; Operators all Mech-		٠.			
anized equipment operators Groundmen	14.45	.70 .70	31+.60		.51
N.S.				١.	

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the Labor standards contract clauses (20 CFR, S.S (a)(1)(ii)).

Boile Hourly

Rates

\$13.14 7.9%

12.85 7.97.

PA79-3012

(44 th 29253 - Hay 18, 1979) Adams, Arks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Nekawanna, Lancaster, Labanon, Lehigh, Luzerne, Lycoming,

Monroe, Monanur, Northampton,

Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioka, Union, Wayne, Wyoming and York Counties, Pennsylvania

CHAMCE: Power Equipment Operator Heavy Construction

Group 7-B

Group 2

Group 3

Group'4

Group 5

Group 6

Group 6-1

Group 6-1

Highway Construction Group 1

ZONE 1 Group 1 Group 2 Group 3 Group 4 Group 5 Group 6 Group 7 Group 7-A Group 7-8 ZONE II Group 1 Group 2 Group 3 Group 4 Group 5 Group 6 Group 7 Group 7-A

10.37 10.37 10.37 V1.97 7.9% 1.87 11.20 10,37 7.9% 1.87 10.72 7.9% 10.37 1.87. 10.37 9.80 7.9% 1.87 13.37 7.6% 10.37 1.87 13.64 1.97 10.3% 1.87 13.89 7.9% 10.37 1.82 13.17 7.92 10.37. 1.87 12,03 7.9% 10.37 1.87 7.9% 10.37 1.87 11.26 7.9% 10.37 1.87. 10.49 7.97. 10,37 1.87. 9.88 7.9% 10.37. 1.87 13.44 7.9% 10.32 1.87 13.69 7.97 10,37, 1.87. 13.93 7.9% 10.37 1.87 Power Equipment Operators 11.59 7.9% 10.37, 1.87. 10.75 7.97. 10.37 1.87 10.24 7.97. 10.37 1.87 9.80 7.9% 10.37. 1.81 9.25 7.97 10.3% 1.87 11.84 7.97 10.3% 12.09 7.9% 10.37

7.97

10.3%

12.34

Fringe Banefits Payments

Pensions Vacation Appr. Tr.

Education

1.87.

1.87

1.82

1.87

		Hourly Rotes	HAW	Pensions	Vacation	Education and/or Appr. Tr.
-	DECISION NO. IN80-2015 - NOD 11 (45 FR 24985 - April 11, 1980) Statewide, except Lake, LaPorte, Porter, & St. Joseph Counties, Indiana			- - - - -		
	Chaines TTUCK Divers Group A Group B Group B Group B Group C Group C Group G Group G Group G Group I Group I Group I Group J Group J Group J Group L	\$9.805 9.755 9.705 9.605 9.605 9.555 9.505 9.455 9.455 9.305 9.305	31.50a 31.50a 31.50a 31.50a 31.50a 31.50a 31.50a 31.50a		*	
	Omit: Laborers: Sewer, Tunnel, & Water Construction Schedule					
	Add: Laborers: Sewer, Tunnel, & Water Construction Schedule					
	4 4					

ECISION NO. INSO-2015 (Cont'd)

ABORERS: SEWER, TUNNEL, & WATER CONSTRUCTION

ZOHE 2	ZONE ZA	ZONE 3	ZONE 4	20HE 5
Bosie	Bosie	Bosle	Basie	Basic
Hourly	Hously	Hourly	Hourly	Hourly
Rotes	Rotes	Rates	Rotes	Rates
9.20	9.00	9.00	9.20	9.40
9.35	9.15	9.15	9.35	9.55
9.40	9.20	9.20	9.40	9.60
9.50	9.30	9.30	9.50	9.70
10.05	9.85	9.85	10.05	10.25
9.40	9.20 .	9.20	9.40	9.60
9.55	9.35	9.35	9.55	9.75
10.00	9.80	9.80	10.00	10.20
9.50	9.30	9.30	9.50	9.70

	Fringe Bene	lits Paymen	ts .
H&W	Pensions	Vocation	Education and/or Appr. Tr.
.85	.75		.09

ZONES

ROUP 1

ROUP 2 ROUP 3 ROUP 4 ROUP 5 ROUP 6: В. c.

Jasper, Lake, LaPorte, Newton, Portor, & Starke Counties (Excluded from this schedule) ZONE 2: Elkhart Co.

20NE 2A: Kosciusko, LaGrange, & Marshall Counties

Benton, Blackford, Boone, Carroll, Cass, Clinton, Delaware, Payette, Fulton, Grant, Hamilton, Honcock, Henry, Howard,

Juy, Madison, Marion, Miami, Montgomery, Pulaski, Randolph, Rush, Shelby, Tippecance, Tipton, Union, Wayne, & White Counties

Bartholomow, Brown, Clark, Clay, Crawford, Dearborn, Decatur, Floyd, Fountain, Franklin, Greene, Harrison, ZONE 41 Hendricks, Jackson, Jefferson, Jennings, Johnson, Lawrence, Martin, Monroe, Morgan, Chio, Orango, Owon, Parke, Perry, Putnam, Ripley, Scott, Sullivan, Switzerland, Vermillion,

Vigo, Warren, & Washington Counties Daviess, Dubois, Gibson, Knox, Pike, Posey, Spencer,

Vanderburgh, & Warrick Counties

	100	11			
				4	,
	Boste	1	Fringe Bene	fits Payment	. /
	Hourly Rates	HAW	Pensions	Vocation	Education and/or Appr. Tr.
DECISION NO. VAY9-3056-Mod. 81 744 FR 75912-Decomber 21,					
1979) Albermarle County & the Ind- cpendent city of Charlottes- ville, Virginia			/	*	
CHANGE: Tronworkers Structural	\$10.75	.55	.75	٠	.05
	\bigvee				
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Modification Page 24

EMMISSION #9A70-1158 - Med. #3	Basic	Γ	Fringe Bene	lits Paymen	./-
(D) FR 6005 - Hovember 16, 1979 Chatham Colley, Georgia CHANTE:	Hourly Retes	HER	Pensions	Vacation	Education and or Appr. Tr.
Rollemakers	\$11.75	1.275	1.10	<i> </i>	.04
PROISICE #1479-111:2 - Red. #5 (lu: PR 6/307 - November 23, 1979 Richmond County, Georgia	}	1		- 13	,
Boilermakers	\$11.75	1.275	1.10		.04
PRINTED FREE-1656 - Had. \$1. (15 FR FSSCA - April 25, 1950) Clayton, DeKalb, and Fulton Counties, Georgia	X				
Boilerwakers	\$11.75	1.275	1.10		.04

CISION NO. INSO-2015 -	Basic		Fringe Bene	lita Paymen	ts.
50. 42 15 FR 24985 - April 11,	Hourly Rates	W & H	Pensions	Yacation	Education and or Appr. Tr.
Statewide, Except Lake, LaPorte, Forter and St. Joseph Counties					
CARPENTERS: Elkhart County	\$11.88	.90	.90		.05
CEMENT MASONS:	12.05	.60	1.00	1	.04
OWER EQUIPMENT OPERATORS:		.00	1.00		
Constructioni Bartholomew, Brown, Clark Crawford, Dearborn. Dibols, Ployd. Deactif, Dibols, Ployd. Deactif, Dibols, Ployd. John Jackson, Jefferson, Jennings, Lawrence, Nar- tin, Ohio, Oranga, Perry, Pika, Posey, Biploy, Scott, Spencer, Switzer- land, Vanderburgh, Marr-					
ick, & Mashington Cos.: GROUP II GROUP III GROUP III GROUP IV POWER EQUIPMENT OPERATORS: (Tunnel & Sewer Construction)	12.34 11.03 10.36 9.19	.50 .50 .50	1.00 1.00 1.00		.10 .10 .10 .10
Benton, Carroll, Cass, Clinton, Delaware, Fay- ette, Pulton, Grant, Hamilton, Hancock, Henry, Howard, Johnson, Madison, Marion, Miami, Randolph, Rush, Sholby, Tippecanoa Tipton, Union, Wabash, Wayne, 24 White Cos.;					×
GROUP II GROUP III GROUP IV	12.30 11.30 9.40 8.30	.75 .75 .75	.65 .65 .65		.10 .10 .10

	Basic		Fringe Bene	lits Paymen	h
DECISION NO. IN80-2015-	Haurly Rotes	наж	Pensions	Vocation	Education andres Appr. Tr.
COMP II GROUP III		.75 .75 .75	.75 .75 .75		.08
			-		٠.,
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	- "				**
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	100		,		
	•		1/		
	Carlo	T	Fringe Bene	lits Paymen	ts
	Bosic Hourly Rates	нем	Pensions	Vacation	Education and as Appr. Tr.
CICION NO. MIT9-2019 - NUM. 65 (44 FR 2645) May 4, 1979) Macomb, Monroe, Dakland, Mashtenaw & Wayne Counties, Michigan					
DIANGE: PLASTERERS:	K				
Washtenaw County	\$15.37		1.30		
		٠.			
4					
**		,			

IN RE;

CODE: S-SKILLED SS-SEMI SKILLED US-UNSKILLED IF-INDUSTRIAL FUND PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND HAINTENANCE CONTRACTS BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JANUARY, FEBRUARY AND MARCH, 1981.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

									*
TRADES OR OCCUPATIO	N	CLAS	S	RATE PER HR	HS.V	PEN	YAÇ	APP.	MISC.
ASBESTOS WORKER		S	1	15.00	.55	1.25			3¢ 1f
EO ILERMAKER		s	_	16.00	1.371	1.40		3¢	
ER ICKLAYER		S		13.11	.67	.80		2¢	6 If
CARPENTER (BUIL)		Ś	-	12.30	.70	69.	-	2¢	4 1 f
CEMENT MASON		S		11.85	.75	.80		2 c	
ELECTRICIAN		S		14.85	.55	3%+.70		6¢	15 lf
ELEVATOR CONSTRUCTOR	₹	s	_	13.53½	1.191	-95	8%	3½ c	
GLAZIER		s		12.39	<u></u>	.25	.40	6e	31¢hollda
IRON WORKER		S		14.20	1.00	1.60		40	25¢annult 2 if
	DING)	S-SS US	60	9.35-10,35	.85	.75		9¢	
(HIGH		S-US-	SS	9.00-9.85	.85	.75		9¢	
LATHER		s		12.33		.80	-	1 ¢	3 1 f
MILLWRIGHT & PILEDRI	VER	S-SS		12.70	.70	6%		2 ¢	4 16
OPERATING ENGINEER	(BUILDING) (HIGHWAY)	US S-SS- S-SS-		9.40-14.00 9.29-12.44 9.29-12.44	.75 .75	.90 .65		10¢	
PAINTER	(SEWER)	S-35-	US	10.70-11.70	.60	1.00		120	6¢ misc.
PLASTERER		S		12.30	.60	.80		1	1 40 111301
PLUMBER & STEAMFITTE	TR.	S		15.12	.85	1.30		7¢	7e If
MOSAIC & TERRAZZO GR	INDER	s		9.50-11.50					-
ROOFER		s		12.90		40			
SHEETMETAL WORKER		s		14.16	.92 36.50pw	1.01		15¢	48 sasmi 15 lf
	(BUILDING) (HIGHWAY)	S-SS US S-SS-	US	10.60½-11.5	1	41.00pw			
If any CLASSIFICATIO PAID, The above and as set by the wage s	NS ARE CMITTE forgoing shal cale committe	D IN T I shal e, but	HE AB 1 be	OVE SCHEDULE the minimum o way shall	, THE PR prevaili	EVAILINg wage	S WAGE scale	for to	his project r sub -

contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 19 DAY OF Dec. 1986

GOVERNOR, STATE OF INDIANA.

and more THE AWARDING MENT.

Fred 11. REPRESENTING STATE A.F.L. & C. 1.0.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

provided in Executive that rule, regulation, or order of the Secretary or Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, lifigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that
RIETH-RILEY CONSTRUCTION COMPANY, INC
(Name of Contractor)
1633 SR 327 North County Line Rd., Huntertown, Indiana 46748
(Address)
a Corporation , hereinafter called Principal, (Corporation, Fartnership or Individual)
and United Pacific Insurance Company
(Name of Surety)
and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FORTY-FIVE THOUSAND, SEVEN HUNDRED AND SIXTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated theday of

Resolution No. 5896-81

To improve curb and sidewalks, where needed, on both sides of Creighton Avenue east of Hanna to west of Gay Street.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due fir materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument	is executed in counter-
parts, each one of which shall be de	
(SEAL)	
ATTEST:	RIETH-RILEY CONSTRUCTION COMPANY, INC. Principal
Thomas / Shuwour (Principal) Secretary	BY Loss J. (ole area Lupt
	(Address)
Witness as to Principal	
(Address)	·
	United Pacific Insurance Company Surety BY Lemand C. M. Thrugu C. P.C. Attorney-in-Fact (Authorized Agent)
	Leonard E. Northrup P.O. Box 523
Witness as to Surety	Goshen, IN 46526 (Address)
(Address)	
NOTE: Date of Bond must not be prio	r to date of Contract.

Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IINTTED PACIFIC INSTRANCE COMPANY

HOME OFFICE, TACOMA, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint Leonard E. Northrup of Goshen, Indiana

	_			
its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and dead	any and	a.1.1	bonds	and
undertakings of Suretyship,				
and the same of th				
The state of the s				

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

- 1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.
- 2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
- 3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached." Asst.

IN WITNESS WHEREOF the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 12th day of September 1980.

UNITED PACIFIC INSURANCE COMPANY

Vice President

.Pennsylvania STATE OF COUNTY OF Philadelphia

, 1980, personally appeared

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force,

My Commission Expires:

On this

May 7 1984

day of September

Notary Public in and for State of

Pennsylvania

Residing at Philadelphia

. Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the P. D. Crossetta above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full INSUA force and effect.

IN WITNESS WHEREOF. I have hereunto set my hand and

19 5 1

PERFORMANCE AND GUARANTEE BOND.

KNOW ALL MEN BY THESE PRESENTS, that we RIETH-RILEY CONSTRUCTION CO., IN
as Principal, and theUnited Pacific Insurance Company
, a corporation organized under the laws of the
State of <u>Washington</u> , and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of FORTY-FIVE THOUSAND, SEVEN HUNDRED AND SIXTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS
(\$45,767.75), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that
WHEREAS, the Principal did on the25th_ day of, 1981 ,
enter into a contract with the City of Fort Wayne to construct
× × × × × × × × × × × × × × × × × × ×
Resolution No. 5896-81
To improve curb and sidewalks, where needed, on both sides of Creighton Avenue east of Hanna to west of Gay Street.

*
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at a cost of $\frac{45,767.75}{}$, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

- That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
- There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
- Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

RIETH-RILEY CONSTRUCTION COMPANY, INC.

(Contractor)

ITC.

ATTEST:

Assistant Secretary

*If signed by an agent, power of attorney must be attached

United Pacific Insurance Company Surety

Sure

*BY: Conney O. (low Mingle C. P.C. U.)
Authorized Agent Leonard E. North
(Attorney-in-Fact)

UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, TACOMA, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint Leonard E. Northrup of Goshen, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed. ANY and all bonds and undertakings of Suretyship,

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

- 1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.
- 2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof
- 3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

Asst.

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 12th day of September

LINITED PACIFIC INSURANCE COMPANY

Pennsylvania STATE OF Philadelphia COUNTY OF

, 1980, personally appeared W. F. Brunner

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 7 1984

12th Asst. day of September

Notary Public in and for State of

Pennsylvania

1981.

Residing at Philadelphia

, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the P. D. Crossetta above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect

of said Company this 25

IN WITNESS WHEREOF. I have hereunto set my hand and all xed the see

Assistant Secretary

BDU-1431 Ed. 6/79

Admn.	Appr.	

DIGEST SHEET

8-81-04-15

TITLE OF ORDINANCE Street Improvement Resolution 5896-81 Creighton Avenue.
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS
SYNOPSIS OF ORDINANCE Street Improvement Resolution 5896-81. Curb and Sidewalks, where needed, on both sides of Creighton Avenue east of Hanna to west of Gay Street
Rieth-Riley Construction Company, Inc. Contractor.
EFFECT OF PASSAGE Creighton Avenue will be improved, where, needed, with new
curbs and sidewalks.
EFFECT OF NON-PASSAGE The above described will not occur.
MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$45,767.75 which will
be paid for out of Community Development & Planning Funds.
ASSIGNED TO COMMITTEE (PRESIDENT)